



# **Shelby County Tennessee**

**Joe Ford, Interim Mayor**

## **Request for Proposal Shelby County Government Purchasing Department**

**160 N. Main, Suite 550  
Memphis, TN 38103**

*Issued: May 17, 2010*  
**Due: June 4, 2010 @ 4:00 p.m. (Central Standard Time)**

**RFP #10-005-77**

### **AIR QUALITY MODELING TRANSPORTATION CONFORMITY ANALYSIS AND TRAVELING DEMAND MODELING**

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified professionals to provide air quality modeling, transportation conformity analysis, and travel demand modeling. Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP.

The proposal, as submitted, should include all estimated cost related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Respondents requesting additional information or clarification are to contact, Nelson Fowler at [nelson.fowler@shelbycountyttn.gov](mailto:nelson.fowler@shelbycountyttn.gov).

Proposals must be received in the office of the Administrator of Purchasing **no later than 4:00 p.m., Friday, June 4, 2010**. Proposals should be addressed to:

**Nelson Fowler, Manager A  
Shelby County Government  
160 N. Main, Rm. 550  
Memphis, TN 38103**

The package containing the original copy (clearly identified as original) and eight (8) copies of your proposal must be sealed and marked with the Proposers name and “**CONFIDENTIAL, Air Quality Modeling Transportation Conformity Analysis And Traveling Demand Modeling**”, RFP-10-005-77 noted on the outside.

Sincerely,

Nelson Fowler, Manager A  
Purchasing Department Shelby County Government

cc: Martha Lott  
Paul Morris  
Rick Copeland  
Maura Sullivan

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*Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.*

## **I. INTRODUCTION**

Shelby County Government (the “County”), on behalf of the Memphis Urban Area Metropolitan Planning Organization (“Memphis MPO”), is seeking proposals from interested and qualified professionals to work as a consultant to provide air quality modeling, transportation conformity analysis, and travel demand modeling using TransCAD® for the long range transportation plan (LRTP) and transportation improvement program (TIP). This Request for Proposal (“RFP”) is being released to invite interested and qualified consultants to prepare and submit proposals in accordance with instructions provided where one successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

## **II. MINIMUM PROPOSER REQUIREMENTS**

All Proposers must:

1. **Apply** and **qualify** for a vendor number and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration prior to bid opening.
2. Have sufficient staff to provide quick turnaround for the requested services and can attend the MPO meetings at short notice.
1. Have a minimum of five (5) years experience in:
  - a. Preparing Air Quality Conformity Demonstration Reports for Long-Range Transportation Plans (LRTP) and Transportation Improvement Program (TIP).
  - b. Calibration and operation of Travel Demand Models
2. Have all appropriate licenses and certifications required to perform the Services.
3. Retain sufficient staff to respond to Metropolitan Planning Organization (MPO) staff within 48 hours of request on cost and steps that will be required to address the air quality/travel demand model issue.
4. Attend MPO Engineering and Technical Committee, Transportation Policy Board, Local Air Quality Interagency Consultation and Statewide Air Quality Interagency Consultation meetings as requested by MPO staff
5. Have staff trained and ready to implement the Environmental Protection Agency (EPA) Motor Vehicle Emission Simulator (MOVES) program.
6. Adhere to the requirements of the “Living Wage Ordinance #328, Section VI, Item i.
7. Adhere to Title VI requirements and provide proof/documentation if necessary.

## **III. CORRESPONDENCE**

**All correspondence, proposals and questions concerning the RFP are to be submitted to:**

**Nelson Fowler, Manager A  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103  
(901) 545-4360**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at [nelson.fowler@shelbycountyttn.gov](mailto:nelson.fowler@shelbycountyttn.gov) or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Wednesday, May 26, 2010 by 12:00 p.m. (CST)***

***These guidelines for communication; have been established to ensure a fair and equitable process for all respondents. Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFP may disqualify your company from further consideration.***

***Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and “Equal Opportunity Compliance” certification number prior to bid opening.***

***You can access the online application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) and click the link “Vendor Registration”. Please download the application instructions and read thoroughly prior to accessing the application.***

***If you have any questions regarding the application, you may contact Purchasing at (901) 545-4360 or the EOC Administration at (901) 545-4336.***

#### **IV. PROPOSAL SUBMISSION DEADLINE**

All proposals must be received at the address listed above no later than **4:00 pm on Friday, June 4, 2010**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

#### **V. PROPOSAL TIMELINE**

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Monday, May 17, 2010
Proposal Due Date	Friday, June 4, 2010 by 4:00 pm
Notification of Award	June, 2010
Service to Commence	Immediately upon execution of contract

The County may reproduce any of the Proposers proposal and supporting documents for internal use or for any other purpose required by law.

## **VI. PROPOSAL CONDITIONS**

### **A. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

### **B. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

### **C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposers responsibility to ensure that its proposals arrive on or before the specified time.

### **D. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposers responsibility.

### **E. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

### **F. Proposal Validity.**

Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date unless otherwise qualified.

### **G. Disclosure of Proposal Contents**

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the

County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

## **H. LOSB**

The county encourages the utilization of locally owned small businesses as a source of subcontract work. The county notifies all Proposers that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

### **LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently,

under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;

b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.



(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

## **I Living Wage**

Shelby County Government Ordinance # 328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

## **VII. GENERAL REQUIREMENTS**

### **a. Background**

The Memphis Urban Area Metropolitan Planning Organization (Memphis MPO) is the regional transportation planning organization for Shelby County, TN, and portions of Desoto County, MS and Fayette County, TN. Memphis MPO is responsible for working with local, state and federal agencies, the private sector, citizens and stakeholders to plan coordinated transportation systems designed to move people, goods and services affordably, efficiently and safely throughout the MPO area. The Memphis MPO was established by the federal government to ensure that transportation decisions within the MPO area are performed in a continuing, comprehensive and cooperative process.

The Memphis MPO, as the lead agency, is issuing this Request for Proposals (RFP) for consultant services to conduct air quality modeling, transportation conformity analysis, and travel demand modeling using TransCAD® for the LRTP and TIP.

### **b. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified consultant selected through a competitive process that will work well with the County in the performance of the Services in a manner that is cost-effective and practical.

**c. Project Time Frame**

The contract term will begin June 2010 or upon the execution of the contract and end June, 2014. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

**d. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the accounts.

**e. Selection Criteria**

Each response will be evaluated on the criteria outlined in Section XII of this document. Each bidder should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

*During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.*

**f. Additional Information and References**

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

**VIII. AWARD OF CONTRACT**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

**IX. PURPOSE**

To select the best-qualified evaluator and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the services.

**Background**

The purpose of this project is to assist the Memphis MPO with travel demand modeling using TransCAD®, air quality analysis, and transportation conformity analysis on an as needed basis.

## **Services Required**

The consultant should clearly be able to demonstrate in their proposal response the intent and scope of the project, the character of the deliverables, the services required for their delivery and the specific tasks that must be performed in the course of supplying these services.

The following are services that may be required of the consultants as part of this project:

### **1. Interagency Consultations and the Air Quality Committee –**

The consultant will assist the MPO in conducting comprehensive interagency consultations for the Nonattainment areas to ensure conformity determinations are conducted in a timely manner. The consultant will prepare for and attend Air Quality Committee or other Interagency Consultation meetings as needed.

### **2. Air Quality Modeling -**

The consultant will assist the MPO with Air Quality Analysis for non-attainment & maintenance areas within the Memphis MPO model on an as-needed basis. Tasks may include the following:

- i. Responding to requests for information related to air quality analysis and conformity as directed by the MPO,
- ii. Air quality modeling associated with the LRTP and TIP amendments and as directed by the MPO,
- iii. Developing model scripts to output model analysis data for use by the MPO as input to air quality processes, and
- iv. Producing a technical memorandum associated with air quality modeling and transportation conformity analysis.

### **3. Travel Demand Modeling Services –**

The consultant will assist the MPO with Travel Demand Modeling using TransCAD® within the Memphis MPO model area on an as-needed basis. Tasks may include the following:

- i. Respond to requests for information such as model development, input and output, operations, and functionality as directed,
- ii. Technical assistance or specific work tasks related to the various elements of model development including highway and transit network coding, trip generation, trip distribution, mode choice, and traffic assignment,
- iii. Technical assistance with the implementation of best practices within travel demand model,
- iv. Evaluate / model alternative transportation solutions
- v. Technical assistance with model applications necessary for performing various types of transportation planning analysis
- vi. Socio-economic data preparation and review

All modeling efforts must follow the TDOT modeling Procedures Manual for MPOs. If the modeling work is to include an update or changes to the approved model, the MPO Modeling Procedures should be followed, including the following passage:

"Prior to initiation of model development, the MPO or their consultant will provide TDOT with an outline of how they intend to develop the model.

The MPO Traffic Model Data will be forwarded to the Systems Planning and Policy Office in stages. A stage may encompass a segment or combination of segments after it is completed by the MPO staff or their consultant. An example of a model segment would be trip generation. These stages are 1) socioeconomic data and travel survey data, 2) network data, 3) trip generation and trip distribution, 4) mode split where applicable, and 5) trip assignment and travel model performance checks. This allows TDOT to check data and methods for errors and flaws before these problems are forwarded to the next stage and compounded.

Upon receiving each stage of the MPO Traffic Model Data, the Systems Planning and Policy Office will review it against these procedures. This review will be completed and comments returned to the MPOs in a timely manner; within 10 working days, if possible.

TDOT will review any updates to the existing and future MPO models. TDOT will maintain a file of all approved MPO models and have a schedule of when these models are to be updated. Any improvements or adjustments made to the official model between major updates should be forwarded to TDOT. These "official" MPO models will be provided by the MPOs and stored in a special file to avoid confusion with any other MPO traffic assignment runs that may be produced from time to time".

## **X. CONTRACT REQUIREMENTS**

The successful Proposers will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### **a. General Requirements**

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

(f) The county has the option to cancel the Agreement and/or any Renewals if the County is put on notice of legal problems with Auctioneer or any of its principals, partners, corporate officers, or agents involving allegations of dishonesty, improper business conduct, or criminal activity. Cancellation under this provision shall be immediate and effective upon notice. The County reserves the right to exercise this provision at its discretion and any decision rendered by the County under this provision constitutes a final determination of the matter the public welfare requiring it.

5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. (a) The Consultant will not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from Consultant for a period of one year from employment separation from County if during the period of employment with County the employee or official had any direct or indirect involvement with Consultant's services or operations provided to County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.



19. Incorporation of Other Documents. (a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

26. Provider Responsibilities.

A. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) Proof of all the above and any insurance required by the terms of this contract will be required to be provided in the form provided by Shelby County Government.

2. Insurance Requirements. The Provider will provide evidence of the following insurance coverage on the form provided by Shelby County Government.

**PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN \$1,000,000**

***Minimum Limits of Insurance***

**Consultant/provider shall maintain coverage with limits of no less than:**

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The coverage will be written on an occurrence basis. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Explosion, Collapse, & Underground property coverage if applicable.
  - c) Products/Completed Operations
  - d) Contractual
  - e) Independent Contractors
  - f) Broad Form Property Damage
  - g) Personal Injury

Shelby County Government, its elected officials, appointees and employees will be named as additional insured.

- 2) *Business Automobile Liability Insurance – Minimum Limit of \$1,000,000 each accident* for property damage and personal injury. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$500,000 per accident.
- 4) *Professional Liability Insurance/Errors and Omissions* – Minimum Limit of \$1,000,000 per claim/\$3,000,000 annual aggregate.
- 5) *Crime Insurance* – minimum of \$100,000 per occurrence for each of the following Insuring Agreements: A-1 – Employee Theft ; A-2 – Forgery or Alteration; A-3 – Inside the Premises – Theft of Money and Securities; A-4 Inside the Premises – Robbery or Safe Burglary; A-5 – Outside the premises – Theft of Money and Securities; A-6 – Computer Fraud; A-7 - Funds Transfer Fraud; and A-8 – Money Orders and Counterfeit Paper Currency. Third Party dishonesty coverage is to be included in a minimum limit of \$100,000 per occurrence. Shelby County Government is to be named as loss payee for the Third Party Coverage. Coverage is to include the contractor's owners, officers, partners, members and employees as insured.

**All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.**

B. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

**XI. PROPOSAL SUBMISSION**

**A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addendum (as applicable,) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
2. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on June 4, 2010, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the Services. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

## **B. Proposal Presentation**

1. An original and eight (8) copies of the written proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and **“Air Quality Modeling Transportation Conformity Analysis And Traveling Demand Modeling”, RFP-10-005-77.**
3. Proposals must be in ink. Erasures and “white-out” are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Contractor's proposal.

## **C. Proposal Format**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachments to this document.** The Proposal Response Sheet and Utilization Report (required documents) should be the first two pages of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Comprehensive Response
  - a. Minimum Requirements
  - b. Services Required
3. Cost and Fees
  - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services.
  - b. Explain any assumptions or constraints in a price proposal to perform the services.
  - c. Explain any additional charges or fees in the proposal.

4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Proposers to show the Proposers capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposers included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the Proposers, including the Respondent's background and mission statement, the length of time the Proposers has been in business, a description of the Proposers organizational structure and a description of the Proposers customer make-up;
- b. A statement of how long the Proposers has provided services similar to the Services requested herein;
- c. A general description of the Proposers experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the Proposers which is deemed to be material.

5. References

References of the Proposers, including at least three (3) other clients for whom the Proposers has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;

6. Additional Information

- a. A description of any other resources available to the Proposers that will be useful in providing the Services;
- b. A description of the methods used by the Proposers to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the Proposers deemed to be material.

## **XII. PROPOSAL EVALUATION AND SELECTION**

### **A. Evaluation Process**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.

- b. Proposers must meet the Minimum Proposers Requirements outlined in Section II of this RFP.
  2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
    - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.
    - b. The Ad-hoc committee will assess the proposals for this project. Based on the scores, comments, and recommendations of the ad-hoc committee members, the ad-hoc committee will select a short list of firms for interviews. Evaluation criteria to include:
 

i. Quality of submission;	10%
ii. Knowledge of technical requirements;	25%
iii. Responsiveness to project description;	10%
iv. Quality and availability of staff assigned to the project;	10%
v. Specific experience of the proposed staff;	20%
vi. Overall experience of the firm;	20%
vii. Performance on similar projects;	05%

Once the technical proposal is discussed and ranked, the cost proposal will be reviewed for consistency with, and in light of, the evaluation of the technical proposal. Memphis MPO reserves the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest. The selection committee will submit the results in order of preference to the Memphis MPO's Engineering and Technical Committee (ETC). The ETC will make recommendations to the Memphis MPO's Transportation Policy Board (TPB) for final acceptance.

### 3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposers response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposers. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposers to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or

oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposers.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

**B. Contract Award**

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposers will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposers fees and scope of work or utilize their own resources for such work.